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10 Attorneys for Plaintiffs  
HORACIO DE VEYRA PALANA, JOAN SOLIVEN,  
And ALEXANDER YALUNG, individually and for  
11 the Certified Classes, and SHEILAH BALAGTAS  
and FELIX CADENAS  
12

13 UNITED STATES DISTRICT COURT  
14 NORTHERN DISTRICT OF CALIFORNIA  
15 SAN FRANCISCO DIVISION

16 HORACIO DE VEYRA PALANA, JOAN  
17 SOLIVEN, CONCHITO CABILES, and  
ALEXANDER YALUNG, individually  
18 and on behalf of all others similarly  
situated, and SHEILAH BALAGTAS and  
19 FELIX CADENAS individually,

20 Plaintiffs,

21 v.

22 MISSION BAY INC. and PRINT IT  
23 HERE AND COPY, INC.,

24 Defendants.

Case No. 13-CV-05235 SI

~~[Proposed]~~ **ORDER GRANTING MOTION  
FOR PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT**

**Date:** May 13, 2016

**Time:** 10:00 a.m.

**Location:** Ctrm 1, 17<sup>th</sup> Floor

San Francisco Federal Courthouse

**Judge:** Susan Illston, Senior Judge

**Trial Date:** Not Set

1 The parties to the above-captioned litigation (the "Litigation") have entered into a Settlement  
 2 Agreement and Release of Claims, together with exhibits (collectively, the "Settlement Agreement"  
 3 or "Settlement"), that sets forth the terms and conditions for a proposed settlement, which if  
 4 approved by the Court, would fully and finally resolve the Litigation.

5  
 6 Plaintiffs have filed a motion for preliminary approval of the Settlement Agreement and for  
 7 an order directing dissemination of notice of class action settlement ("Motion"). The Motion came  
 8 on for hearing on May 13, 2016, at 10:00 a.m. before the undersigned.

9 Having considered the Motion and the points and authorities and declarations submitted in  
 10 support of the Motion, including the Class Action Settlement and Release and exhibits, and the  
 11 notice of class action settlement, and the statements of counsel at the hearing on the Motion and  
 12 **GOOD CAUSE** appearing, **IT IS HEREBY ORDERED** that the Motion is **GRANTED**, and the  
 13 Court makes the following findings and orders:  
 14

15 1. This Order incorporates by reference the definitions in the Settlement Agreement,  
 16 2 Second Supplemental Declaration of Tomas E. Margain  
 found as Exhibit A to the ~~Declaration of Huy Tran~~ in Support of the Motion for Preliminary  
 17 Approval [Docket No. ~~142~~<sup>152</sup>] and all terms in this Order shall have the same meaning as set forth in  
 18 the Settlement Agreement.

19 2. The class action settlement set forth in the Settlement Agreement, entered into among  
 20 the Parties and their counsel, is preliminarily approved as it appears to be proper, to fall within the  
 21 range of reasonableness, to be the product of arm's-length and informed negotiations, to treat all  
 22 Class Members fairly, and to be presumptively valid, subject only to any objections that may be  
 23 raised at or before the final approval hearing.

25 3. The Court finds that Plaintiffs' counsel conducted sufficient investigation and  
 26 research, and that they were able to reasonably evaluate the position of Plaintiffs and class members  
 27 and the strengths and weaknesses of their claims. Plaintiffs have provided the Court with enough  
 28

1 information about the nature and magnitude of the claims being settled, as well as the impediments  
 2 to recovery, to make an independent assessment of the reasonableness of the terms to which the  
 3 parties have agreed.

4 4. The Court also finds that settlement now will avoid additional and potentially  
 5 substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the  
 6 Action.  
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8 5. The Court preliminarily approves the Settlement Agreement, including all the terms  
 9 and conditions set forth therein and the class settlement amount and allocation of payments to Class  
 10 Members.  
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12 6. The rights of any potential dissenters to the proposed Settlement are adequately  
 13 protected in that they may exclude themselves from the Settlement and proceed with any alleged  
 14 claims they may have against Defendant, or they may object to the Settlement and appear before this  
 15 Court. However, to do so they must follow the procedures outlined in the Settlement Agreement and  
 16 Notice of Class Action Settlement. Failure to follow the procedures outlined in the Settlement  
 17 Agreement and Notice of Class Action Settlement for making objections shall result in waiver and  
 18 the objector shall be foreclosed from challenging any of the terms of the Settlement.  
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20 7. The Court approves, as to form and content, the proposed Notice of Class Action  
 21 Settlement ("Class Notice") found at Exhibit <sup>2</sup> ~~1~~ <sup>Second</sup> of the Supplemental Declaration of Tomas E.  
 22 Margain in Support of Preliminary Approval. The Notice shall be translated by a Tagalog translator  
 23 hired by the Third Party Administrator CPT Group.

24 8. The Court hereby appoints CPT Group as the Third Party Claims Administrator.

25 9. The Court approves the proposed payouts as contained in Exhibit 2 of the  
 26 Supplemental Declaration of Tomas E. Margain in Support of Preliminary Approval. <sup>Docket No. 149</sup> CPT Group is  
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directed to use these amounts to determine payments, payroll tax, and apportion any excess funds in a pro-rate basis among the 42 class members.

10. The Court directs the mailing by the Third Party Claims Administrator, by First-Class U.S. mail, of the Class Notice to Class Members in accordance with the schedule set forth below and the other procedures described in the Settlement Agreement. The Court finds that the method selected for communicating the preliminary approval of the Settlement Agreement to Class Members is the best notice practicable under the circumstances, constitutes due and sufficient notice to all persons entitled to notice, and thereby satisfies due process.

11. All further proceedings are hereby stayed except for any that are required to effectuate the Settlement Agreement.

12. The following dates shall govern for purposes of this Settlement:

The Court expressly reserves the right to continue or adjourn the final approval hearing from time to time without further notice to the Class Members.

Date	Event
No later than 15 calendar days after the Court enters its order granting preliminary approval of the Settlement Agreement.)	Defendants to produce to the Settlement Administrator and to Class Counsel any updated contact information they have received within the last 6 months from any of the <del>41</del> <sup>42</sup> class members.
May 28, 2016 (or not later than 10 calendar days after the Defendants produce the list, if any, of updated contact information of the class members)	Last day for the Settlement Administrator to mail the Class Notice to all Class Members.
July 6, 2016 (or not later than 45 calendar days after the Claims Administrator mails the Class Notice, if later)	Last day for Class Members to submit Requests for Exclusion or objections to the Settlement.
<b>July 8, 2016</b>	Last day for Plaintiffs to file the Motion for Final Approval of Class Action Settlement and Last day for Class Counsel to file the Motion for Attorneys' Fees, Costs, and Class Representative Enhancement Payments..

1 **August 5, 2016 at 10:00 am**

Hearing on Motion for Final Approval of Class  
Action Settlement and Motion for Attorneys'  
Fees, Costs, and Class Representative  
Enhancement Payments.

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4 **IT IS SO ORDERED.**

5 **Dated:** 5/18/16

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8 **Hon.** Susan Illston  
9 Senior District Judge  
10 United States District Court  
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